

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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D.K., by her Guardian, L.K.; Z.O., by her Guardian  
B.M.; and B.R., by her Guardian C.R.,

Plaintiffs,

Case No.  
No. 16-CV-3246

-against-

TIFFANY TEAMS; SHARNELL TUCKER;  
DEANA LINTON; LASHONDA CONNER;  
SANDRA GOODWIN; DAPHNE MCKELVEY;  
JOHN/JANE DOE NOS. 1-10; ELIZABETH  
GONZALEZ; SHEILA LINDER; JONATHAN  
PEYTON; JOYCE WHITE; SHERYL MINTER-  
BROOKS; and THEODORE KASTNER,

Defendants.

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**STIPULATION OF  
SETTLEMENT,  
GENERAL RELEASE,  
AND ORDER OF DISMISSAL**

This SETTLEMENT STIPULATION, GENERAL RELEASE, AND ORDER OF DISMISSAL (“Settlement Stipulation”) is made by and between Plaintiffs D.K., by her Guardian, L.K.; Z.O., by her Guardian B.M.; and B.R., by her Guardian C.R., (“Plaintiffs”) and Defendants TIFFANY TEAMS; SHARNELL TUCKER; DEANA LINTON; LASHONDA CONNER; SANDRA GOODWIN; DAPHNE MCKELVEY; ELIZABETH GONZALEZ; SHEILA LINDER; JONATHAN PEYTON; JOYCE WHITE; SHERYL MINTER-BROOKS; and THEODORE KASTNER,<sup>1</sup> (“Defendants”) and the STATE OF NEW YORK as of September 13, 2019:

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<sup>1</sup> The full names of all initialed persons are listed in the attached Confidential Appendix. Theodore Kastner, Commissioner of Office for People with Developmental Disabilities has been substituted for Kerry Delaney, Acting Commissioner, by Order dated August 9, 2019. Plaintiffs hereby dismiss all claims against JOHN/JANE DOE NOS. 1-10 pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i). See *Greenwood Grp., LLC v. Brooklands, Inc.*, No. 15 Civ. 851, 2016 WL 3828685, at \*2 (W.D.N.Y. July 12, 2016) (a plaintiff may unilaterally dismiss claims against one of multiple defendants at any time before that defendant has answered).

WHEREAS, Plaintiffs commenced this action by filing a complaint on or about May 2, 2016 in the United States District Court for the Southern District of New York and filing an amended complaint on or about October 26, 2016 in the same court, under Case Number 16-cv-3246 against Defendants alleging that Defendants violated Plaintiffs' rights under 42 U.S.C. § 1983, New York common law, the New York State Human Rights Law, the New York City Human Rights Law, the Fair Housing Act, the Americans with Disabilities Act, and the Rehabilitation Act while Plaintiffs D.K., Z.O., and B.R. were residents at the Union Avenue Individualized Residential Alternative, a community residence operated by the Office for People with Developmental Disabilities, a New York state agency; and

WHEREAS, Plaintiff L.K. as guardian of D.K. commenced a further action, L.K., individually and on behalf of D.F.K. v. State of New York in the New York State Court of Claims under Claim Number 125375 ("the Court of Claims Action") asserting claims relating to the incidents alleged in this Action; and

WHEREAS, Defendants, whether in their individual or official capacities, and the Office for People With Developmental Disabilities (OPWDD) expressly deny any wrongful conduct or liability, or violation of any federal, state, or local statute, ordinance, or law in the Action and in the Court of Claims Action whatsoever; and

WHEREAS, Plaintiffs and Defendants wish to fully resolve the claims alleged in the complaint in the Action, in the Court of Claims Action, and any and all other disputes, whether known or unknown, without further litigation or proceedings and without admission of fault or liability and have negotiated in good faith for that purpose; and

WHEREAS, Plaintiffs represent and warrant that, other than this Action and the Court of Claims Action, they have no action or proceeding pending in any court, state or federal, arising out of or relating to the subject matter of this lawsuit.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations, and other consideration contained in this Settlement Stipulation, Plaintiffs and Defendants hereby agree as follows:

**1. Dismissal of the Action With Prejudice**

Upon the Court's approval of an Order of Compromise pursuant to SDNY Local Civil Rule 83.2 and so-ordering of this Settlement Stipulation, the Action, and all claims asserted therein are discontinued with prejudice against all Defendants pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) and without payments, attorneys' fees, costs, disbursements, or expenses in excess of the amounts specified in Paragraph 2 below. Upon the Court's approval of this Settlement Stipulation, Plaintiffs will dismiss, with prejudice, the Court of Claims Action by executing and filing a stipulation of discontinuance in the Court of Claims.

**2. Payment to Plaintiffs and Plaintiffs' Attorneys**

In full consideration of Plaintiffs' execution of this Settlement Stipulation, their agreement to be bound by its terms, and their undertakings as set forth herein including, but not limited to, the dismissal of the Action and the Court of Claims Action with prejudice and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the State of New York, on behalf of all Defendants, shall pay the gross amount of Six Million Dollars (\$6,000,000) (the "Settlement Amount") in full satisfaction of any and all claims, allegations or actions, direct or indirect, known or unknown, that Plaintiffs have, had, or may have against the Defendants, whether in their individual or official capacities, arising out of conduct, acts, or omissions prior to, up to and

including the date of this Settlement Stipulation, including but not limited to those asserted in the Action, including any attorney's fees, costs, disbursements, and expenses incurred by Plaintiffs for any and all counsel who have assisted Plaintiffs or at any time represented Plaintiffs in the Action or the Court of Claims Action or in connection with any other proceeding, administrative, judicial, or otherwise, and any other claim or action by Plaintiffs alleging any of the acts, transactions, occurrences, or omissions asserted in the Action as follows:

- a. The State of New York, on behalf of the Defendants, shall pay the Settlement Amount in the manner and within the time set forth by the Court in an Order of Compromise;
- b. Defendants designate \$1.5 million to each plaintiff and \$1.5 million in attorneys' fees and costs; however, the Court shall determine Plaintiffs' attorneys' fees and costs from the Settlement Amount in an Order of Compromise, after submission of order of compromise papers by Plaintiffs and as required under SDNY Local Civil Rule 83.2(a)(2);
- c. The Settlement Amount shall be in full satisfaction and complete satisfaction of any and all claims for compensatory damages (including but not limited to pain and suffering, mental and emotional anguish and trauma, damage to reputation, economic damages, punitive damages, and liquidated damages) incurred by Plaintiffs that were or could have been the subject of any claim in the Action or the Court of Claims Action, as well as in connection with any other proceeding, administrative, judicial, or otherwise, including but not limited to any other claim or action alleging any of the acts, transactions,

occurrences, or omissions asserted or purportedly asserted in the Action or the Court of Claims Action.

- d. Subject to Court approval, each Plaintiff's share of the Settlement Amount shall be placed in Self-Settled Special Needs Trusts, which may or may not be pooled supplemental needs trusts. Plaintiffs' counsel shall establish or arrange for Special Needs Trusts for D.K., Z.O., and B.R. and obtain Court approval for each Trust. Plaintiffs shall bear the full cost for the establishment and obtaining such approval.

**3. Injunctive Relief: Auspice Change**

The Office for People With Developmental Disabilities ("OPWDD") shall take all steps within its authority to transition control over all residential programs currently maintained at 570 Union Avenue, Bronx, NY, including Union Avenue IRA 3 where D.K., B.R. and Z.O. reside, to a not-for-profit provider(s), and to assure that residential services currently provided by OPWDD to D.K., B.R. and Z.O. will be transitioned to the non-profit provider as part of any change of auspice. OPWDD will use best efforts to complete the Auspice Change in the most expeditious manner possible. The parties acknowledge that the negotiation of the terms and conditions of the transition of control over the aforementioned residential programs to a not-for-profit provider(s) is solely within the authority of OPWDD and the Plaintiffs shall have no right or authority under this agreement to dictate such terms. Nothing in this agreement shall waive any due process rights Plaintiffs may have, if any, for administrative relief under OPWDD regulations.

**4. No Contact Pre- and Post-Auspice Change**

The parties agree that in the period before any change of auspice of the Union Avenue IRA to control by a non-profit provider, Defendants (except Defendants Gonzalez and Minter-Brooks)

shall not (i) visit or enter the building or grounds of the Union Avenue IRA; (ii) directly or indirectly have any contact with or seek to have any contact with D.K., B.R., or Z.O.; or (iii) seek to have any effect or influence on the provision of services or care of any kind to D.K., B.R. or Z.O.

Following any change of auspice of the Union Avenue IRA to control by a non-profit provider, no Defendant shall (i) visit or enter the building or grounds of any residential facility in which D.K., B.R. or Z.O. reside; (ii) directly or indirectly have any contact with or seek to have any contact with, D.K., B.R., or Z.O., except to the extent that D.K., B.R., or Z.O. moves to a facility other than the Union Avenue IRA under the supervision of Defendant Minter-Brooks (in which case the no-contact provision would not apply to that plaintiff and Ms. Minter-Brooks) or where one of the defendants is already employed (in which case the no-contact provision would not apply to that plaintiff and the defendant(s) already employed at that other facility); or (iii) seek to have any effect or influence on the provision of services or care of any kind to D.K., B.R. or Z.O., except to the extent that D.K., B.R., or Z.O. moves to a facility other than Union Avenue under the supervision of Defendant Minter-Brooks (in which case this provision would not apply to that plaintiff and Ms. Minter-Brooks) or where one of the defendants is already employed (in which case this provision would not apply to that plaintiff and the defendant(s) already employed at that other facility). This post-auspice paragraph shall not apply to Defendant Minter-Brooks to the extent she has oversight responsibility for the Union Avenue IRA's transition to a non-profit provider, a period that shall be no longer than 12 months after the change of auspice.

The provisions in this Section 4 shall not apply to OPWDD Commissioner Theodore Kastner.

**5. Court Approval of Payments**

The payment set forth in paragraph 2 will be made in accordance with the provisions of SDNY Local Civil Rule 83.2, after approval by the Court of this Stipulation of Settlement and Discontinuance and receipt by the parties' counsel of a copy of the so-ordered stipulation and the documents required under paragraphs 6 and 10 hereof. Plaintiffs' counsel shall seek Court approval of this Stipulation of Settlement and Discontinuance as part of an application for an Order of Compromise and Plaintiffs shall bear the full cost of such proceeding.

**6. State Approval of Payments**

Payment of the Settlement Amount specified in Paragraph 2 of this Settlement Stipulation is subject to the approval of all appropriate State officials in accordance with N.Y. Public Officers Law § 17. Plaintiffs and Plaintiffs' attorneys agree to execute and deliver all necessary and appropriate vouchers and other documentation requested with respect to obtaining such approval and effectuating payment. In the event such approval is not obtained, this Settlement Stipulation shall be null, void, and of no further force and effect and this Action and the Court of Claims Action shall continue as if no Settlement Stipulation had been signed.

**7. Accrual of Interest**

In the event that payment of the Settlement Amount specified in Paragraph 2 of this Agreement has not been made by the one hundred twentieth (120th) day after receipt by the Office of the Attorney General ("OAG") of a "So Ordered" copy of this Settlement Stipulation, entered into the record by the Clerk of Court, together with all other documentation required under Paragraphs 6 and 10 of this Settlement Stipulation, interest on any part of the settlement amount not paid by the one hundred twentieth (120th) day shall accrue at the statutory rate prescribed by 28 U.S.C. § 1961, commencing on the one hundred twenty-first (121st) day.

**8. Liability of Plaintiffs and Plaintiffs' Attorneys for Taxes**

It is understood and agreed that any taxes, or interest or penalties on taxes, on the settlement amounts specified in Paragraph 2 of this Settlement Stipulation shall be the sole and complete responsibility of Plaintiffs and (only as to the attorneys' fees and costs) Plaintiffs' attorneys, and that Plaintiffs and Plaintiffs' attorneys shall have no claim, right or cause of action against Defendants, the Office for People with Developmental Disabilities, or the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), and any of their officials, employees or agents, whether in their individual or official capacities, on account of such taxes, interest or penalties.

**9. Liability of Plaintiffs for Liens**

Plaintiffs agree that neither Defendants, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), nor any of their officials, employees or agents, whether in their individual or official capacities, shall be responsible for any liens of any kind (including, but not limited to, any and all workers' compensation, disability, tax, or child support liens) which may attach to the Settlement Amount specified in Paragraph 2 of this Settlement Stipulation. Plaintiffs and Plaintiffs' attorneys shall have no claim, right, or cause of action against Defendants, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), or any of their officials, employees, or agents, whether in their individual or official capacities, on account of such liens.

**10. Medicaid/Medicare Certification**

Plaintiffs acknowledge and understand that Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("MMSEA"), 42 U.S.C. § 1395y(b), mandates that the State of New York and the OAG report information to Medicare regarding settlements, judgments, awards or



payments of any kind for the purpose of coordinating benefits for Medicare beneficiaries, and agrees to deliver an executed and notarized Affidavit of Medicare Eligibility Status, in the form annexed hereto as Exhibit A, to the OAG. Plaintiffs and Plaintiffs' attorneys acknowledge and understand that the submission of this Affidavit, and any and all requested supporting documentation, to the OAG is a prerequisite to payment of the Settlement Amount specified in Paragraph 2 of this Settlement Stipulation and falls within the category of "other documentation" described in Paragraphs 6 and 7 of this Settlement Stipulation.

**11. Liability of Plaintiffs for Any Medicaid/Medicare Payments and/or Liens**

Plaintiffs agrees to defend, indemnify, and hold harmless Defendants, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), and any of their officials, employees, or agents, whether in their official or individual capacities, regarding any liens or past and/or future Medicaid and/or Medicare payments presently known or unknown asserted against the Settlement Amount. If conditional and/or future anticipated Medicaid and/or Medicare payments have not been satisfied, the State of New York and/or Office for People with Developmental Disabilities and/or the OAG reserve the right to issue a multi-party check naming Medicaid and/or Medicare as a payee or to issue a check to Medicaid and/or Medicare directly based on the Medicaid and/or Medicare Final Demand Letter with respect to the amounts specified in Paragraph 2 of this Settlement Stipulation. Upon receipt of all required documentation under Paragraphs 6 and 10, payment of the settlement amounts specified in Paragraph 2 shall be made in accordance with the terms set forth herein.

**12. General Release**

In consideration of the payment of the sum recited in Paragraph 2 above, the sufficiency of which is hereby acknowledged, Plaintiffs, on behalf of themselves, their heirs, executors,

administrators, successors, and assigns (collectively, “the Releasing Parties”), hereby release and forever discharge each of the Defendants, Kerry Delaney, prior Acting Commissioner of the Office for People with Developmental Disabilities, the State of New York, and the New York State Office for People with Developmental Disabilities (including, but not limited to, any and all agencies, departments, and subdivisions thereof), and all of their present and former principals, officers, officials, directors, members, affiliates, employees, agents, attorneys, insurers, subdivisions, subsidiaries, heirs, administrators, and assigns, whether in their individual or official capacities (collectively, “the Released Parties”), from all manner of actions, injuries, proceedings, causes of action, grievances, suits, debts, obligations, dues, sums of money, accounts, contracts, controversies, agreements, promises, damages, judgments, claims, and demands whatsoever, direct or indirect, known or unknown, discovered or undiscovered, that the Releasing Parties ever had, now have, or shall or may have in the future against some, any, or all of the Released Parties, for or by reason of any act, transaction, occurrence, omission, cause, matter, or thing whatsoever up to and including the date of this Settlement Stipulation, including but not limited to: (a) any and all claims regarding or arising out of the causes of action, acts, transactions, occurrences, or omissions which are described, alleged, or contained in the complaint in this Action or the Court of Claims Action; (b) any and all claims regarding or arising directly or indirectly from either Plaintiffs’ association with any of the Released Parties or the terms and conditions of their association with any of the Released Parties, including but not limited to, the care provided to Plaintiffs by the State of New York and the Defendants; (c) any and all other claims, whether for damages (including but not limited to, claims for equitable relief, compensatory, punitive, or other damages), breach of contract, negligence, estoppel, defamation, infliction of emotional distress, violation of public policy, or any other tort, or any claim for costs, fees, or other expenses including attorneys’ fees, or

any other claims under federal, state, or local law relating to the care provided to Plaintiffs by the State of New York and the Defendants. Plaintiffs also expressly waive and release any and all claims asserted against Defendants and the State of New York, its agencies, departments, and officials in Court of Claims Action or any other forum, administrative or otherwise, related to or arising from any transactions, acts, omissions, or occurrences up to and including the date of this Settlement Stipulation.

The Releasing Parties further understand that this Release is intended to be effective as a full and final accord and satisfaction of their claims and potential claims against the Released Parties and that the Released Parties are relying on said finality as a material factor in agreeing to the terms of this Settlement Stipulation.

The Released Parties understand that paragraphs 2, 3, and 4 are material factors in the Releasing Parties' agreement to the terms of the Settlement Stipulation and that the Releasing Parties are relying on compliance with paragraphs 2, 3, and 4 as part of their agreement to the Settlement Stipulation.

Notwithstanding the foregoing, nothing in this paragraph or this agreement waives any potential claim of the Releasing Parties for breach of this Settlement Stipulation.

**13. No Other Action or Proceeding Commenced**

Other than the Action and the Court of Claims Action, Plaintiffs represent and warrant that they have not commenced, maintained, or prosecuted any action, charge, complaint, grievance, or proceeding of any kind against Defendants, the State of New York (including, but not limited to, any agencies, departments, and subdivisions thereof), and/or any of their officials, employees, or agents, whether in their individual or official capacities, on his own behalf and/or on behalf of any other person and/or on behalf of or as a member of any alleged class of persons, that none of the

foregoing is currently pending in any court or before any administrative or investigative body or agency, and acknowledges that this representation constitutes a material inducement for Defendants to enter into this Settlement Stipulation.

**14. No Other Attorney**

The undersigned attorneys for Plaintiffs represent and warrant that there are no other attorneys having a lien for services rendered to Plaintiffs pursuant to the provisions of N.Y. Judiciary Law § 475 or otherwise in the Action or the Court of Claims Action, or in any other action or proceeding by Plaintiffs alleging any of the acts, transactions, occurrences, or omissions asserted or purportedly asserted in the Action or the Court of Claims Action, except that Mayerson & Associates has a lien for \$11,610 in fees and \$1,153 in expenses for their prior work in the Court of Claims Action, which will be included in the attorneys' fees and costs in the Order of Compromise.

**15. No Prevailing Party**

Neither Plaintiffs nor Defendants shall be deemed a "prevailing party" for any purpose including, but not limited to, any statutory or contractual claim based upon "prevailing party" status with respect to the Action or the Court of Claims Action.

**16. Successors and Assigns**

The terms and conditions of this Settlement Stipulation shall inure to the benefit of, and be binding upon, the successors and assigns of each party hereto.

**17. Authority**

Each signatory to this Settlement Stipulation hereby represents and warrants that he, she, or it has the requisite authority to enter into this Settlement Stipulation and has not previously assigned

or transferred any rights or interests with respect to the matters covered by this Settlement Stipulation.

**18. Voluntary Agreement**

The parties hereto execute and deliver this Settlement Stipulation voluntarily after being fully informed of its terms, contents and effect, and acknowledges that she, he or it understands its terms, contents and effect. The parties hereto acknowledge that he, she or it is aware, and is advised, of his, her or its right to seek the advice of an attorney and that he, she or it has been represented by counsel of his, her or its own choosing before agreeing to any settlement or release, and no compromise or representation of any kind, other than as set forth or referred to herein, has been made to any party hereto or any one acting on behalf of such party.

**19. No Admission of Liability**

It is understood and agreed that any actions taken or payments made pursuant to this Settlement Stipulation are made solely to avoid the burdens and expense of protracted litigation, and that this Settlement Stipulation and the actions taken or payments made pursuant hereto are not to be construed as constituting any determination on the merits of any claims, whether asserted or purportedly asserted in the Action. Defendants expressly deny any liability and nothing herein shall be construed as an admission of negligence, liability, responsibility, or fault of any kind on the part of any Defendant. Further, nothing contained in this Settlement Stipulation shall be deemed to constitute a policy, practice, or custom of OPWDD, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), or any of their officials, employees, or agents, whether in their individual or official capacities.

**20. No Precedential Value**

This Settlement Stipulation shall not in any manner be construed as determinative of the issues or claims, whether raised or purportedly raised, in the Action, the Court of Claims Action, or any other proceeding, and shall have no precedential value, except in an action to enforce the terms of the Settlement Stipulation. In addition, notwithstanding the provisions of any paragraph herein, this Settlement Stipulation shall not bind or collaterally estop Defendants, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), or any of their officials, employees, or agents, whether in their individual or official capacities, in any pending or future actions or proceedings in which the same or similar issues are raised, from defending any and all issues raised in said actions or proceedings, or from advancing any and all available defenses or reaching different terms in any settlement, except in an action to enforce the terms of the Settlement Stipulation.

**21. Entire Agreement**

This Settlement Stipulation constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes and embodies, merges and integrates all prior and current agreements and understandings of the parties hereto, whether written or oral, with respect to the subject matter of this Settlement Stipulation, and may not be clarified, modified, changed, or amended except in a writing duly executed by the parties hereto or an authorized representative of the parties hereto.

**22. Governing Law**

The terms of this Settlement Stipulation shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts to be performed wholly within the

State of New York, except to the extent that federal law may apply to Plaintiffs' release and waiver of federal claims or purported claims pursuant to this Settlement Stipulation.

**23. Severability**

If any provision of this Settlement Stipulation shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable in whole or in part, such decision shall not invalidate the remaining portion or affect its validity.

**24. Headings**

The headings contained in this Settlement Stipulation are for convenience of reference only and are not a material part of this Settlement Stipulation.

**25. Execution**

This Settlement Stipulation may be executed in any number of counterparts, all of which taken together shall constitute one Settlement Stipulation, and may be executed by facsimile signature and facsimile notary seal, or email/scan.

**26. Continuing Jurisdiction**

This Court shall have continuing jurisdiction to enforce the terms of paragraph 3 of the Settlement Stipulation until OPWDD transitions control over the programs described therein to a not-for-profit provider(s). The Court shall have continuing jurisdiction over the remaining terms of the Settlement Stipulation for a period of one year after the date the Court approves the payments to Plaintiffs, as set forth in paragraph 5 above, or until the terms of paragraph 2 and paragraph 3 of the Settlement Stipulation are met, whichever occurs sooner.


**27. Order of Compromise**

Should the Court not approve this Settlement Stipulation in an Order of Compromise, the entire Settlement Stipulation shall be null and void and this Action and the Court of Claims Action shall continue as if no Settlement Stipulation had been signed.

IN WITNESS WHEREOF, the parties hereto acknowledge that they have read this Settlement Stipulation and accept and agree to the provisions contained herein, and have each executed this Settlement Stipulation to be effective on the day and date indicated below.

**THIS SETTLEMENT STIPULATION INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS**

Dated: New York, New York  
September 25, 2019

  
\_\_\_\_\_  
Theodore Kastner, in his Official Capacity  
as Commissioner of OPWDD

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Sheryl Minter-Brooks

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Elizabeth Gonzalez

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Tiffany Teams



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OF ALL KNOWN AND UNKNOWN CLAIMS

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Theodore Kastner, in his Official Capacity  
as Commissioner of OPWDD

Dated: New York, New York  
September 18, 2019

\_\_\_\_\_  
*Sheryl Minter-Brooks*  
Sheryl Minter-Brooks

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Elizabeth Gonzalez

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Tiffany Teams

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OF ALL KNOWN AND UNKNOWN CLAIMS

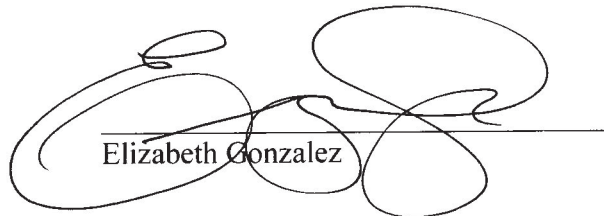
Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Theodore Kastner, in his Official Capacity  
as Commissioner of OPWDD

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Sheryl Minter-Brooks

Dated: New York, New York  
September 20, 2019

  
\_\_\_\_\_  
Elizabeth Gonzalez

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Tiffany Teams

**27. Order of Compromise**

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THIS SETTLEMENT STIPULATION INCLUDES A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Theodore Kastner, in his Official Capacity  
as Commissioner of OPWDD

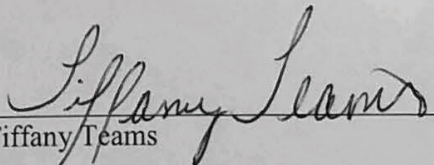
Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Sheryl Minter-Brooks

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Elizabeth Gonzalez

Dated: New York, New York  
September 27, 2019

  
\_\_\_\_\_  
Tiffany Teams

Dated: New York, New York  
September \_\_\_\_\_, 2019  
Dated: New York, New York  
September 26, 2019

Sharnell S. Tucker  
Sharnell Tucker

Dated: New York, New York  
Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Deana Linton

Dated: New York, New York  
September \_\_\_\_\_, 2019

EMERY CIT LI BRINCKERHOFF &  
ABADY LLP

*Attorneys for Plaintiffs*

\_\_\_\_\_  
Lashonda Conner

Dated: New York, New York  
September \_\_\_\_\_, 2019

By: Hans M. Mazzel  
600 Fifth Avenue 10<sup>th</sup> Floor  
New York, NY 10020  
(212) 769-5000

\_\_\_\_\_  
Sandra Goodwin

Dated: New York, New York  
September \_\_\_\_\_, 2019  
Dated: New York, New York  
September \_\_\_\_\_, 2019

E.N. as Guardian of D.K.  
*Plaintiff*

\_\_\_\_\_  
Daphne McKelvey

Dated: New York, New York  
September \_\_\_\_\_, 2019

Dated: New York, New York  
September \_\_\_\_\_, 2019

E.M. as Guardian of Z.O.  
*Plaintiff*

\_\_\_\_\_  
Sheila Linder

Dated: New York, New York  
September \_\_\_\_\_, 2019


E.L. as Guardian of B.K.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

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Sharnell Tucker

Dated: New York, New York  
September 26, 2019



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Deana Linton

Dated: New York, New York  
September \_\_\_\_\_, 2019

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Lashonda Conner

Dated: New York, New York  
September \_\_\_\_\_, 2019

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Sandra Goodwin

Dated: New York, New York  
September \_\_\_\_\_, 2019

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Daphne McKelvey

Dated: New York, New York  
September \_\_\_\_\_, 2019

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Sheila Linder

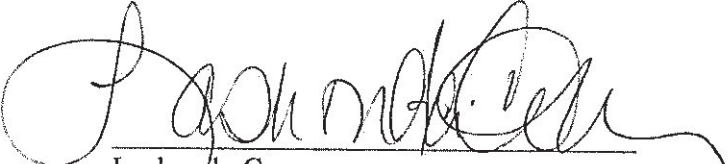
Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Sharnell Tucker

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Deana Linton

Dated: New York, New York  
September 25, 2019

  
\_\_\_\_\_  
Lashonda Conner

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Sandra Goodwin

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Daphne McKelvey

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Sheila Linder

Dated: New York, New York  
September \_\_\_\_\_, 2019

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Sharnell Tucker

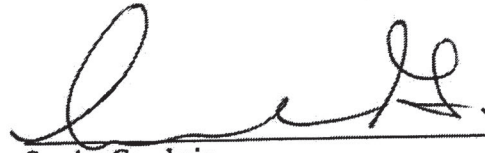
Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Deana Linton

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Lashonda Conner

Dated: New York, New York  
September 23, 2019

  
\_\_\_\_\_  
Sandra Goodwin

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Daphne McKelvey

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Sheila Linder

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Sharnell Tucker

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Deana Linton

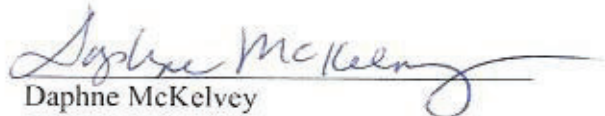
Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Lashonda Conner

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Sandra Goodwin

Dated: New York, New York  
September 25, 2019

  
Daphne McKelvey

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Sheila Linder



Dated: New York, New York  
September \_\_\_\_\_, 2019

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Sharnell Tucker

Dated: New York, New York  
September \_\_\_\_\_, 2019

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Deana Linton

Dated: New York, New York  
September \_\_\_\_\_, 2019

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Lashonda Conner

Dated: New York, New York  
September \_\_\_\_\_, 2019

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Sandra Goodwin

Dated: New York, New York  
September \_\_\_\_\_, 2019

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Daphne McKelvey

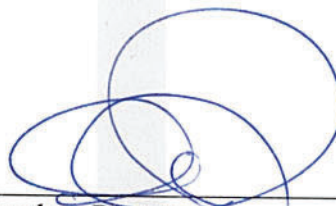
Dated: New York, New York  
September 26, 2019



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Sheila Linder

Dated: New York, New York  
September 17, 2019



Jonathan Peyton

Dated: New York, New York  
September \_\_\_\_\_, 2019

Joyce White

Dated: New York, New York  
September \_\_\_\_\_, 2019

EMERY CELLI BRINCKERHOFF &  
ABADY LLP  
*Attorneys for Plaintiffs*

By: Ilann M. Maazel  
600 Fifth Avenue 10<sup>th</sup> Floor  
New York, NY 10020  
(212) 763-5000

Dated: New York, New York  
September \_\_\_\_\_, 2019

L.K., as Guardian of D.K.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

B.M., as Guardian of Z.O.  
*Plaintiff*

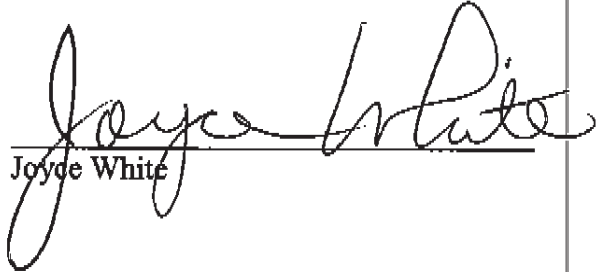
Dated: New York, New York  
September \_\_\_\_\_, 2019

C.R., as Guardian of B.R.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Jonathan Peyton

Dated: New York, New York  
September 18, 2019

  
\_\_\_\_\_  
Joyde White

Dated: New York, New York  
September \_\_\_\_\_, 2019

EMERY CELLI BRINCKERHOFF &  
ABADY LLP  
*Attorneys for Plaintiffs*

\_\_\_\_\_  
By: Ilann M. Maazel  
600 Fifth Avenue 10<sup>th</sup> Floor  
New York, NY 10020  
(212) 763-5000

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
L.K., as Guardian of D.K.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
B.M., as Guardian of Z.O.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
C.R., as Guardian of B.R.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

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Jonathan Peyton

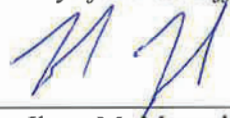
Dated: New York, New York  
September \_\_\_\_\_, 2019

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Joyce White

Dated: New York, New York  
September 27, 2019

EMERY CELLI BRINCKERHOFF &  
ABADY LLP  
*Attorneys for Plaintiffs*



---

By: Ilann M. Maazel  
600 Fifth Avenue 10<sup>th</sup> Floor  
New York, NY 10020  
(212) 763-5000

Dated: New York, New York  
September \_\_\_\_\_, 2019

---

L.K., as Guardian of D.K.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

---

B.M., as Guardian of Z.O.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

---

C.R., as Guardian of B.R.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Jonathan Peyton

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Joyce White

Dated: New York, New York  
September \_\_\_\_\_, 2019

EMERY CELLI BRINCKERHOFF &  
ABADY LLP  
*Attorneys for Plaintiffs*

\_\_\_\_\_  
By: Ilann M. Maazel  
600 Fifth Avenue 10<sup>th</sup> Floor  
New York, NY 10020  
(212) 763-5000

Dated: New York, New York  
September 14, 2019

  
L.K., as Guardian of D.K.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
B.M., as Guardian of Z.O.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
C.R., as Guardian of B.R.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Jonathan Peyton

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
Joyce White

Dated: New York, New York  
September \_\_\_\_\_, 2019

EMERY CELLI BRINCKERHOFF &  
ABADY LLP  
*Attorneys for Plaintiffs*

\_\_\_\_\_  
By: Ilann M. Maazel  
600 Fifth Avenue 10<sup>th</sup> Floor  
New York, NY 10020  
(212) 763-5000

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
L.K., as Guardian of D.K.  
*Plaintiff*

Dated: New York, New York  
September 26, 2019

  
B.M., as Guardian of Z.O.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

\_\_\_\_\_  
C.R., as Guardian of B.R.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

---

Jonathan Peyton

Dated: New York, New York  
September \_\_\_\_\_, 2019

---

Joyce White

Dated: New York, New York  
September \_\_\_\_\_, 2019

EMERY CELLI BRINCKERHOFF &  
ABADY LLP  
*Attorneys for Plaintiffs*

---

By: Ilann M. Maazel  
600 Fifth Avenue 10<sup>th</sup> Floor  
New York, NY 10020  
(212) 763-5000

Dated: New York, New York  
September \_\_\_\_\_, 2019

---

L.K., as Guardian of D.K.  
*Plaintiff*

Dated: New York, New York  
September \_\_\_\_\_, 2019

---

B.M., as Guardian of Z.O.  
*Plaintiff*

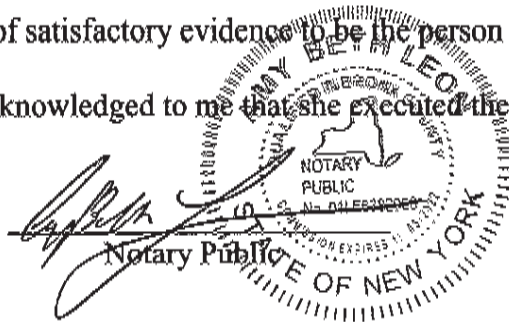
Dated: New York, New York  
September 24, 2019

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C.R., as Guardian of B.R.  
*Plaintiff*

**ACKNOWLEDGMENT**

On the 14 day of September, 2019, before me came, Plaintiff, L.K., as Guardian of D.K., known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed on the within instrument, and acknowledged to me that she executed the same.



**ACKNOWLEDGMENT**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me came, Plaintiff, B.M., as Guardian of Z.O., known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed on the within instrument, and acknowledged to me that she executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me came, Plaintiff, C.R., as Guardian of B.R., known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed on the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public



**ACKNOWLEDGMENT**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me came, Plaintiff, L.K., as Guardian of D.K., known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed on the within instrument, and acknowledged to me that she executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

On the 26 day of Sept, 2019, before me came, Plaintiff, B.M., as Guardian of Z.O., known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed on the within instrument, and acknowledged to me that she executed the same.

\_\_\_\_\_  
Notary Public



**ACKNOWLEDGMENT**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me came, Plaintiff, C.R., as Guardian of B.R., known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed on the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me came, Plaintiff, L.K., as Guardian of D.K., known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed on the within instrument, and acknowledged to me that she executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me came, Plaintiff, B.M., as Guardian of Z.O., known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed on the within instrument, and acknowledged to me that she executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

On the 24<sup>th</sup> day of September, 2019, before me came, Plaintiff, C.R., as Guardian of B.R., known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed on the within instrument, and acknowledged to me that he executed the same.

AVANIKA SHARDA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SH6365179  
Qualified in Kings County  
My Commission Expires 10-02-2021

  
\_\_\_\_\_  
Notary Public

**SO ORDERED:**

Dated: New York, New York  
September \_\_\_\_\_, 2019

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Hon. Paul Engelmayer, U.S.D.J.